damage incurred before conveyance. *Pegram* v. *N. Y. El. R. R. Co.*, 147 N. Y. 135.

EMINENT DOMAIN — COMPENSATION — VALUATION OF SPECIAL ADAPTABILITY OF LAND TAKEN. — A water board having obtained statutory powers for the construction of a reservoir, determined to take the claimant's land, which was especially adapted for reservoir purposes. The land could not have been so used by other possible competitors without their first obtaining parliamentary powers. *Held*, that the special adaptability may be considered as an element of value, but it is the contingent value due to the possibility of the land's coming into the market that is considered and not the value of the realized possibility, due to the fact that the promoters have obtained statutory powers. *In re Lucas & Chesterfield Gas and Water Board*, [1909] 1 K. B. 16.

The market value is the proper test of compensation for land taken by eminent domain. *City of Santa Ana* v. *Harlin*, 99 Cal. 538. Everything which gives the land intrinsic value should be taken into consideration. *Shenango & Allegheny R. R. Co.* v. *Braham*, 79 Pa. St. 447. So a special adaptability to any particular purpose is relevant provided there is a contingent possibility that the property will be put to that use. *Boom Co.* v. *Patterson*, 98 U. S. 403. It is always a question, however, whether this contingent possibility in fact exists. The court seems right in holding that its existence is not prevented by the need of further statutory powers. But when the special value exists only for the particular purchaser who has the compulsory powers, it is not to be considered. See *In re Countess Ossalinsky & Manchester Corporation*, Q. B. D. 1883; BROWN AND ALLAN, LAW OF COMPENSATION, 2 ed., § 659. To consider it then would be to test the compensation by the value to the buyer — the realized possibility. On the other hand, where the special value exists also for other possible purchasers, so that there is a real though limited market, then, even though there are at the moment no competitors, there is a real contingent possibility, which is universally considered an element of value. *In re Gough & Aspatria, etc., Water Board*, [1904] 1 K. B. 417.

FEDERAL COURTS — JURISDICTION AND POWERS IN GENERAL — ENJOINING STATE COMMISSION FROM ENFORCING RAILROAD RATES. — A state commission was established with power to fix and enforce railroad rates, subject to review on appeal to the highest state court. Without appealing thereto, the plaintiff railroad sued the commission in the federal court to restrain the enforcement of a rate alleged to be confiscatory. *Held*, that the bill should be retained to await the result of an appeal to the highest state court. *Prentis* v. *Atlantic Coast Line Co.*, U. S. Sup. Ct., Nov. 30, 1908. See NOTES, p. 368.

FEDERAL COURTS — RELATIONS OF STATE AND FEDERAL COURTS — POWER OF COURT OF BANKRUPTCY TO RETAIN POSSESSION OF BANKRUPT'S PROPERTY. — A bankrupt corporation had in its possession show-cases purchased from the defendant in error, the price for which had not been paid. On the bankruptcy of the company, the court appointed the plaintiff in error receiver of the bankrupt's property and he took possession of all the property including the show-cases. The defendant in error, claiming that the title to the show-cases had never passed to the bankrupt, sued out a writ of replevin in the state court and got judgment. The receiver brought a writ of error to the U. S. Supreme Court. *Held*, that the judgment be reversed. *Murphy 2d* v. *Hofman Co.*, U. S. Sup. Ct, Jan. 4, 1909.

For a discussion of the principles involved, see 21 HARV. L. REV. 433.

GARNISHMENT — EFFECTS OF GARNISHMENT — LIABILITY OF SURETY FOR INTERFERENCE WITH GARNISHEE'S CONTRACT. — A entered into a contract with B by which B agreed to mill and sell A's rice crop. C brought suit against A and garnished B. B stopped milling, believing he had no authority to proceed with the contract. C lost his suit against A. As C was insolvent A sued D, the surety on the garnishment bond, claiming damages for interference with